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DIGEST OF OTHER RECENT VIRGINIA DECISIONS

Supreme Court of Appeals.

Note.—In this department we give the syllabus of every case decided by the Virginia Supreme Court of Appeals, except of such cases as are reported in full.

RINEHART *v.* PIRKEY.

SAME *v.* NETTLETON.

Nov. 20, 1919.

[101 S. E. 353.]

1. Money Paid (§ 9*)—Burden to Prove Liability for Advancements.—On motions for judgments by plaintiff asserting an implied contract to repay him money advanced a bank for defendant's benefit to repair and replenish defendants' bank stock, the burden to prove all the facts from which the alleged legal liability will arise rests on plaintiff asserting it.

[Ed. Note.—For other cases, see 2 Va.-W. Va. Enc. Dig. 19, 63.]

2. Money Paid (§ 1*)—Advancement on Behalf of Another.—Where plaintiff advanced money to a savings bank to replenish and repair defendants' stock therein, under such circumstances, defendants being bound by natural justice and equity to refund the money, plaintiff has a cause of action quasi ex contractu to recover it.

[Ed. Note.—For other cases, see 2 Va.-W. Va. Enc. Dig. 10.]

3. Judgment (§ 184*)—Bills of Particulars Not Part of Notices of Motions for Judgments.—Bills of particulars filed by plaintiff following his original notices of motions for judgments were no part of the original or amended notices of motion and not to be considered in determining their sufficiency.

[Ed. Note.—For other cases, see 10 Va.-W. Va. Enc. Dig. 128.]

4. Judgment (§ 184*)—Notices of Motions for Judgments Stating Conclusions.—Notices of motions for judgments against defendants on account of money advanced to a bank on their behalf to replenish and repair their bank stock, if such that defendants could not reasonably mistake their object, that is, the causes of action intended to be stated, and if the causes of action were such as entitled plaintiff to recover, held good on demurrer, though stating some of their facts in the form of conclusions.

[Ed. Note.—For other cases, see 10 Va.-W. Va. Enc. Dig. 128.]

5. Judgment (§ 184*)—Notices of Motions for Judgments on Account of Advancements Sufficient.—Notices of motions for judgments against defendants on account of money advanced by plain-

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

tiff to repair and replenish their bank stock, further alleging defendants' ratification of such advancement, held to state cause of action as against demurrer, being more specific in their allegations of fact than declarations in indebitatus assumpsit, despite the allegation of ratification, in the nature of a conclusion of fact.

[Ed. Note.—For other cases, see 10 Va.-W. Va. Enc. Dig. 128.]

Haden & Haden, of Fincastle, for plaintiff in error.

Wm. Kinckle Allen, of Amherst, for defendants in error.

SANDS & CO., Inc. v. NORVELL.

Nov. 20, 1919.

[101 S. E. 569.]

1. Malicious Prosecution (§ 18 (2)*)—Withholding Information of Guilt of Another as Ground of Probable Cause.—A mere undisclosed knowledge of violation of law by another does not afford ground for the arrest and detention of the person withholding the information on the charge that he himself is the guilty party.

[Ed. Note.—For other cases, see 9 Va.-W. Va. Enc. Dig. 498.]

2. False Imprisonment (§ 13*)—Want of Probable Cause Not Material.—The want of probable cause for issuing a warrant is not essential to the right of recovery for false imprisonment; probable cause being immaterial, except as a matter of mitigation.

[Ed. Note.—For other cases, see 17 Va.-W. Va. Enc. Dig. 407.]

3. False Imprisonment (§ 8*)—Illegal Detention after Valid Arrest.—In view of Code 1904, § 3958, requiring that an officer shall present the person arrested or return the warrant, unless such person be let to bail, one arrested under a valid warrant may recover for false imprisonment, where he was unlawfully detained, after offering bail, and subjected to humiliation and exposure, in order that defendant might interrogate him concerning a crime, and was discharged without a hearing before a magistrate.

[Ed. Note.—For other cases, see 5 Va.-W. Va. Enc. Dig. 819.]

4. False Imprisonment (§ 36*)—Excessive Damages.—Where plaintiff was a man of fair standing in the community, and had an employment affording a livelihood, which he probably lost by reason of his arrest and imprisonment, and was subjected to humiliation and personal discomfort, and was discharged without a hearing before a magistrate, and his offer of bail was refused, and he was taken to another town and interrogated as to his knowledge of a crime, a verdict for \$1,600 damages was not excessive.

[Ed. Note.—For other cases, see 5 Va.-W. Va. Enc. Dig. 823.]

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.